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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA

JERRY TRULL, et al.,

Plaintiffs,

vs.

DAYCO PRODUCTS, INC., et al.,

Defendants.

Civil Action No. 1:02-cv-243

Honorable Lacy H. Thornburg

Class Action

**DEFENDANTS' PROPOSED STATEMENT OF ISSUES**

All Counts; all class members:

1. With respect to any of the class members, did the Company and the Union ever reach an agreement as to whether retiree health insurance benefits would be vested?

- ☐ Yes.
- ☐ No, the Company and the Union never reached an agreement as to whether such benefits would be vested.

**If you have checked "Yes," answer question 2. If you have checked "No," do not answer any further questions.**

2. With respect to any of the class members, do any of the insurance agreements provide that retiree health insurance benefits would be vested?

- ☐ Yes.
- ☐ No, the agreements provide that all such benefits would be guaranteed only for the duration of each insurance agreement.

**If you have checked "Yes," go to question 3. If you have checked "No," do not answer any further questions.**

**Counts One and Two (Persons Retiring prior to July 1, 1992):**

3. With respect to persons retiring prior to July 1, 1992, did the Company and the Union ever reach an agreement as to whether retiree health insurance benefits would be vested?

- ☐ Yes.
- ☐ No, the Company and the Union never reached an agreement as to whether such benefits would be vested.

**If you checked "Yes," answer question 4. If you checked "No," go to question 9.**

4. With respect to persons retiring prior to July 1, 1992, do the insurance agreements provide that retiree health insurance benefits would be vested?

- ☐ Yes.
- ☐ No, the agreements provide that such benefits would be guaranteed only for the duration of each such agreement.

**If you checked "Yes," answer question 5. If you checked "No," go to question 9.**

5. With respect to persons retiring prior to July 1, 1992, did the Company violate the insurance agreements by imposing cost caps?

- ☐ Yes.
- ☐ No, even if the agreements created a vested benefit, the company still had the right to impose cost caps.

**If you checked "Yes," answer question 6. If you checked "No," go to question 9.**

6. With respect to persons retiring prior to July 1, 1992, did the alleged violation occur more than three years prior to the date when Plaintiffs filed their lawsuit?

- ☐ Yes.
- ☐ No.

**If you checked "No," answer question 7. If you checked "Yes," go to question 9.**

7. With respect to persons retiring prior to July 1, 1992, did the Company cause any damages by imposing cost caps?
- ☐ Yes.
- ☐ No

**If you have checked "Yes," answer question 8. If you have checked "No," go to question 9.**

8. What is the amount of such damages?

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**Go to question 9.**

**Counts Three and Four (Persons Retiring between July 1, 1992 and May 1, 1995):**

9. With respect to persons retiring between July 1, 1992 and May 1, 1995 (and who did not elect to be treated as "pre-Addendum retirees"), did the Company and the Union ever reach an agreement as to whether retiree health insurance benefits would be vested ?
- ☐ Yes.
- ☐ No, the Company and the Union never reached an agreement as to whether such benefits would be vested.

**If you have checked "Yes," answer question 10. If you have checked "No," go to question 15.**

10. With respect to persons retiring between July 1, 1992 and May 1, 1995 (and who did not elect to be treated as "pre-Addendum retirees"), does the insurance agreement provide that retiree health insurance benefits would be vested?
- ☐ Yes.
- ☐ No, the agreement provides that such benefits would be guaranteed only for the duration of the agreement.

**If you checked "Yes," answer question 11. If you checked "No," go to question 15.**

11. With respect to persons retiring between July 1, 1992 and May 1, 1995 (and who did not elect to be treated as "pre-Addendum retirees"), did the company violate the insurance agreement by imposing cost caps beyond the \$30 per month cost cap for persons retiring after May 2, 1994?

- ☐ Yes.
- ☐ No, even if the agreement created a vested benefit, the company still had the right to impose such cost caps?

**If you have checked "Yes," answer question 12. If you have checked "No," go to question 15.**

12. With respect to persons retiring between July 1, 1992 and May 1, 1995 (and who did not elect to be treated as "pre-Addendum retirees"), did the alleged violation occur more than three years prior to the date when Plaintiffs filed their lawsuit?

- ☐ Yes.
- ☐ No.

**If you have checked "Yes" go to question 15. If you have checked "No," answer question 13.**

13. With respect to persons retiring between July 1, 1992 and May 1, 1995 (and who did not elect to be treated as "pre-Addendum retirees"), did the Company cause any damages by imposing cost caps beyond the \$30 per month cost cap for persons retiring after May 2, 1994?

- ☐ Yes.
- ☐ No.

**If you have checked "Yes," answer question 14. If you have checked "No," go to question 15.**

14. What is the amount of such damages?

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**Counts Five and Six (Persons Retiring on and after May 1, 1995):**

15. With respect to persons retiring on and after May 1, 1995, did the Company and the Union ever reach an agreement as to whether retiree health insurance benefits would be vested?

- ☐ Yes.
- ☐ No, the Company and the Union never reached an agreement as to whether such benefits would be vested.

**If you have checked "Yes," answer question 16. If you have checked "No" do not answer any further questions.**

16. With respect to persons retiring on and after May 1, 1995, did the insurance agreement provide that retiree health insurance benefits would be vested?

- ☐ Yes.
- ☐ No, the agreement provided that such benefits would be guaranteed only for the duration of the agreement.

**If you have checked "Yes," answer question 17. If you have checked "No," do not answer any further questions.**

17. With respect to persons retiring on and after May 1, 1995, did the Company violate the insurance agreement by imposing cost caps in the amount of \$3500 for retirees not eligible for Medicare and \$1900 for retirees eligible for Medicare?

- ☐ Yes.
- ☐ No, even if the agreement created a vested right to benefits, the company still had the right to impose such cost caps?

**If you have checked "Yes," answer question 18. If you checked "No," do not answer any further questions.**

18. With respect to persons retiring on and after May 1, 1995, and with respect to the \$3500 and \$1900 cost caps, did the alleged violation occur more than three years prior to the date when Plaintiffs filed their lawsuit?

- ☐ Yes.
- ☐ No.

**If you have checked "Yes," go to question 21. If you checked "No," answer question 19.**

19. With respect to persons retiring on and after May 1, 1995 did the Company cause any damages by imposing cost caps in the amount of \$3500 for retirees not eligible for Medicare and \$1900 for retirees eligible for Medicare?

☐ Yes.

☐ No.

**If you have checked "Yes," answer question 20. If you have checked "No," go to question 21.**

20. What is the amount of such damages?

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**Go to question 21.**

21. With respect to persons retiring on and after May 1, 1995, did the Company violate the insurance agreement by not counting the prescription co-payments toward the annual out-of-pocket maximum?

☐ Yes.

☐ No, even if the agreement created a vested right, the company was not required to count the prescription co-payment toward the annual out-of-pocket maximum.

**If you have checked "Yes," answer question 21. If you have checked "No," do not answer any further questions.**

22. With respect to persons retiring on and after May 1, 1995, and with respect to the prescription co-payments counting toward the annual out-of-pocket maximum, did the alleged violation occur more than three years prior to the date when Plaintiffs filed their lawsuit?

☐ Yes.

☐ No.

**If you have checked "Yes," do not answer any further questions. If you have checked "No," answer question 23.**

23. With respect to persons retiring on and after May 1, 1995, did the Company cause any damages by not counting the prescription co-payments toward the annual out-of-pocket maximum?

☐ Yes.

☐ No

**If you have checked "Yes," answer question 24. If you have checked "No," do not answer any further questions.**

24. What is the amount of such damages?

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THIS IS THE UNANIMOUS VERDICT OF THE JURY.

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